

R. J. REYNOLDS TOBACCO COMPANY

Permanent Security Cigarette Package Display Plan

R. J. Reynolds Tobacco Company is pleased to announce the following display plan, effective January 1, 1989, for retail stores which do not display cigarette packages or cartons on self-service merchandisers. This plan terminates and supersedes all prior display plans regarding the aforesaid type of stores.

R. J. Reynolds Tobacco Company will furnish a specially-designed display, with advertising card(s), in which the retailer will continuously maintain an unobstructed permanent security display of cigarettes, carried by the retailer, as selected by R. J. Reynolds Tobacco Company. Brand selection will correspond with advertising card(s) promotional messages which will periodically be changed at the discretion of R. J. Reynolds Tobacco Company.

The retailer will not permit posters, shelf strips, decals, or other advertising, promotional, or informational materials, including those relating to the retailer's own products, to be affixed to any part of the permanent security cigarette package display, except those of R. J. Reynolds Tobacco Company which are a part of or relate to said display.

Payment will be made quarterly on the following basis:

<u>TOTAL WEEKLY CIGARETTE SALES PER STORE</u>	<u>PAYMENT RATE PER STORE PER YEAR</u>
o. Over 170 Cartons	\$66
p. 100 to 169 Cartons	\$45
q. 40 to 99 Cartons	\$33
r. 10 to 39 Cartons	\$18

Retailer will permit R. J. Reynolds Tobacco Company representatives to make reasonable audits of performance and to inspect and rotate stocks of R. J. Reynolds Tobacco Company's products in stores under contract.

R. J. Reynolds Tobacco Company will make payment by check as soon as possible. Payments will be made for stores rendering full performance during a quarter, and on a pro rata basis for stores rendering performance for less than one full quarter but more than one calendar month. Retailer will not deduct amounts due under this agreement from invoices due R. J. Reynolds Tobacco Company.

The attached contract will remain in effect unless and until terminated by either party upon written notice delivered to the other. In the event of failure of performance by retailer, this contract may be terminated by R. J. Reynolds Tobacco Company forthwith and without notice.

This offer is extended pursuant to R. J. Reynolds Tobacco Company's general display plan that, in the judgment of the Company, is made available on proportionately equal terms to all competing retailers.

If the retailer desires to have a permanent security cigarette package display referred to herein, the attached contract sheet must be signed by the retailer and forwarded to their local R. J. Reynolds Tobacco Company Division Manager for approval and acceptance.

R. J. REYNOLDS TOBACCO COMPANY

BY _____

51857 8569

MASTER FORM

R. J. Reynolds Tobacco Company

RJRT Form 4434 - Rev 10/89

R. J. REYNOLDS TOBACCO COMPANY

Permanent Security Cigarette Package Display Plan

We/I the undersigned retailer and R. J. Reynolds Tobacco Company, by signing below, thereby agree, for the type plan and stores designated below, to the terms and conditions of R. J. Reynolds Tobacco Company Permanent Security Cigarette Package Display Plan, dated January 1, 1989, hereby incorporated by reference:

Store Name _____ RJR Account Number _____
(Please Print)

Street Address _____ RJR Territory Number _____

City/State _____ Zip _____

Call Classification _____ Branch (if chain) _____

Is your organization a corporation, government agency, or tax exempt? _____ (Yes/No)

If not, enter your TIN in the applicable space provided:

Individual Proprietorship: _____ Partnership: _____
(Social Security Number) (Employer ID Number)

<u>Plan</u>	<u>Number of Qualifying Stores</u>	<u>Total Quarterly Dollar Amount</u>
o.	_____	\$ _____
p.	_____	\$ _____
q.	_____	\$ _____
r.	_____	\$ _____

DATE CONTRACT SIGNED

Retailer's Signature

CONTRACT EFFECTIVE DATE

Title

R. J. REYNOLDS TOBACCO COMPANY

BY: _____
SIGNATURE

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